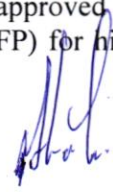


Dated 9<sup>th</sup> of March, 2023

**All Prospective Bidders.**

**SUBJECT: MINUTES OF PRE-BID MEETING AND ADDENDUMS NO. 1 AND 2.**

Minutes of Pre-Bid Meeting along-with Addendums No. 1 and 2 dully approved by the Competent Authority being integral part of Bidding Documents/Request for Proposals (RFP) for hiring of Courier Services are enclosed for necessary action, please.



**The Chairman**  
Tender Opening and Evaluation Committee (TO&EC)  
PM&DC-ISLAMABAD

**Enclosures:**

- i. Minutes of Pre-Bid Meeting held on 6<sup>th</sup> of March, 2023 (**One Page**)
- ii. Amended/Corrected General Conditions of Contract (**Addendum-1 Pages-Seven**)
- iii. Amended/Corrected Special Conditions of Contract (**Addendum -2 Pages-Three**)

**Copy for information to:**

- i. The Registrar, PM&DC-Islamabad.
- ii. All Members of Tender Opening and Evaluation Committee (TO&EC)-Islamabad.



**Addendum-1**

**Section III**

**General Conditions of Contract**



## General Conditions of Contract

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Employer's and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - (c) "The Services" means all services which the Supplier is required to provide to the Employer's under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Employer's" means the organization purchasing the services, as named in SCC.
  - (h) "The Employer's country" is the country named in SCC.
  - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (j) "The Project Site," where applicable, means the place or places named in SCC.
  - (k) "Day" means calendar day.

### 2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Country of Origin

NA

### 4. Standards

- 4.1 The Services provided under this Contract shall conform to the standards mentioned in the Specifications Details.



**5. Use of**

**Contract Documents and Information; Inspection and Audit by the Bank**

- 5.1 The Supplier shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Employer's in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Employer's and shall be returned (all copies) to the Employer's on completion of the Supplier's performance under the Contract if so required by the Employer's.

**6. Patent Rights 6.1**

The Supplier shall indemnify the Employer's against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods/Services or any part thereof in the Employer's country.

**7. Performance Security**

- 7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Employer's the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Employer's as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Employer's and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Employer's country, in the form provided in the bidding documents or another form acceptable to the Employer's; or
  - (b) a cashier's or certified check, DDR/CDR valid for term of contract.

